

Exhibit 9

From: Steve Ball
Sent: Thursday, July 27, 2023 7:53 PM EDT
To: Curran, Matt
CC: Sentman, Jeremy; Jay Justice; Steve Ruby
Subject: Re: Notice of Default and Demand for Payment
Attachments: Lexon_7_27_2023.pdf

Matt and Jeremy:

Please see attached response to your July 24th letter.

Best regards,

Steve

On Mon, Jul 24, 2023 at 1:43 PM Sentman, Jeremy <JSentman@sompo-intl.com> wrote:

Steve,

Attached please find a courtesy copy of the Notice of Default and Demand for Payment that was delivered to Governor Justice this morning with a copy to you at your office in Roanoke.

Thank you.

Jeremy



Jeremy T. Sentman, Esq, PE, PLS

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July 27, 2023

Sompo International
Attn: Matt Curran, EVP, Head of Surety, North America
12890 Lebanon Road
Mt. Juliet, TN 37122

Re: Your letter of July 24, 2023

Dear Mr. Curran,

We are in receipt of your letter dated July 24, 2023 addressed to James C. Justice II. We were surprised by the aggressive posture of the letter given that historically Lexon/Sompo and the Justice Entities have worked collaboratively to resolve outstanding issues.

Our surprise is furthered by the fact that Lexon/Sompo has failed to live up to its commitments under the most recent Side Letter Agreement from March 2020 when each side agreed the collateral would be used collaboratively to reduce reclamation obligations. Lexon/Sompo has failed to follow through on this commitment and the result has been tremendous pain endured by the Justice Entities as a result of increased enforcement by regulators in Alabama, Tennessee, and Kentucky in particular.

With all that said, we understand there are premiums continuing to accrue on the bonds. This is why we have made multiple attempts to settle some of the oldest premiums but unfortunately to date we have not been successful.

Given this is not a black and white issue and there are complicating factors relating to performance on both sides, we do not believe attempting to execute on the limited guaranty from James C. Justice II is appropriate at this time. For the avoidance of any doubt, please be advised we are disputing that James C. Justice II currently owes Lexon/Sompo anything under the limited guaranty.

As has always been the case, we are committed to reaching an ultimate resolution that is workable for all involved. We continue to do reclamation work at significant cost and expense to the Justice Entities that mitigates exposure to both the Justice Entities and Lexon/Sompo. Additionally, as you know we are working to transfer permits and associated reclamation liabilities to third parties that also accrues to the benefit of both the Justice Entities and Lexon/Sompo. The current agreement we are working on will eliminate a very significant amount of bonds at an A&G site in Letcher County, Kentucky.

At this juncture, we believe that an in-person meeting is the best next step. We are prepared to come to your offices in Nashville, and we propose either August 2nd, August 9th, or August 10th as potential meeting dates. It would be our intention to come to Nashville to meet and work on a viable path to address these outstanding issues.

Please let us know if any of these three dates work for you. We look forward to meeting with you to develop a path forward.

Regards,

A handwritten signature in blue ink, appearing to read 'S. Ball', is positioned above the printed name.

Stephen W. Ball

CC: James C. Justice II
James C. Justice III
Steve Ruby